

**RETAINER AGREEMENT FOR
PROFESSIONAL EXPERT CONSULTATION**

November 5, 2021

Paul Vincent, LCSW
Director, The Child Welfare Policy and Practice Group
428 East Jefferson Street
Montgomery, AL 36104

Re: *M.D., et al. v. Abbott, et al.*, U.S. District Court for the Southern District of Texas,
Civil Action No. 2:11-084 ("Action")

Dear Mr. Vincent:

This letter agreement is made by and among you ("Expert") and all below signed parties in the Action for retention of a panel of independent, nationally respected child welfare experts. It is effective on the date signed below. It incorporates the Agreement Between HHSC, DFPS, and Plaintiffs' Counsel to Collaborate ("Agreement"), the terms of which are binding and operative upon the Expert and parties. The Agreement reflects the general scope of work of the Expert Panel. It is attached to this letter.

By this letter, the parties retain you as one of three experts to advise on and provide the parties and Court Monitors recommendations as to solutions for resolving the ongoing issue of foster children without placement in the State of Texas. You have been selected by Ms. Ann E. Stanley and Ms. Judith W. Meltzer as the third expert, who will be retained by the parties and will be added to the panel upon execution of this letter agreement. These three experts will constitute the Expert Panel contemplated by the parties' Agreement. You and each expert will serve on the Expert Panel in an independent, objective and neutral capacity for the benefit of all parties and not for the sole benefit of or as a representative or consultant to any one party.

Expert will charge a reasonable hourly consulting fee of \$250 for Expert's work on the Expert Panel and up to \$1/A per hour for any staff members. The reasonable fees and expenses of the Expert Panel and its chosen staff will be paid exclusively from the and to the extent of funds currently held in the Yetter Coleman Trust Account for Texas Foster Care Children ("Trust Account"), which said Trust Account has been funded with monies paid into it by Defendants for payment of Plaintiffs' attorney's fees, but has instead been held by Yetter Coleman in trust for the benefit of the Plaintiff children. Expert will tender invoices to Yetter Coleman, as Trustee of the Trust Account, for reimbursement on a monthly basis from the Trust Account. Unless otherwise terminated or extended by agreement of all signatories below, this retention agreement automatically terminates on March 31, 2022. Upon termination of this retention agreement, all data and documents shall remain the property of the producing party and, within five business days, shall either be returned to the producing party or destroyed and that fact certified to counsel for the producing party.

Cordially yours,

/s/ R. Paul Yetter
R. Paul Yetter
Counsel for Plaintiffs

/s/ Raymond C. Winter
Raymond C. Winter
Counsel for Defendant HHSC

/s/ Karl E. Neudorfer
Karl E. Neudorfer
Counsel for Defendant DFPS

Understood and agreed on this 8th day of November, 2021:

Paul Vincent
Paul Vincent